

**MATT LAW OFFICE, PLLC**

**Terryl T. Matt, Esq.**

310 East Main Street

Cut Bank, MT 59427

Telephone: (406) 873-4833

Fax No.: (406) 873-0744

[terrylm@mattlawoffice.com](mailto:terrylm@mattlawoffice.com)

**Jeffrey G. Winter, Esq.**

**Durocher & Winter, P.C.**

118 6th Street South

P.O. Box 1629

Great Falls, Montana 59401

Telephone: (406) 727-4020

Facsimile: (406) 771-7319

Email: [jwinter@mtlawyers.net](mailto:jwinter@mtlawyers.net)

*Attorneys for Plaintiffs*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA, GREAT FALLS DIVISION

JEFFREY STIFFARM, GENO  
LEVALDO, DEREK AZURE,  
BRIAN WING, AND CURTIS  
HORN,

Plaintiffs,

v.

JENNIFER WEDDLE, AND  
GREENBERG TRAUIG LLP,  
Defendants.

Case No. 4:23-CV-00054-BMM

**PLAINTIFFS' PRELIMINARY  
PRETRIAL STATEMENT**

1 Plaintiffs respectfully submit this Preliminary Pretrial Statement  
2 pursuant to this Court's November 6, 2023 Order and Local Rule 16.2(b).  
3

4 **A. Brief Factual Outline of the Case**

5 In addition to any facts stipulated to by all parties, Plaintiffs provide  
6 the following:  
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8 Plaintiffs are currently or are former members of the Fort Belknap  
9 Community Council (the "Tribal Council" or "Council"), the governing  
10 body of the Gros Ventre (Aaniiih) and Assiniboine (Nakoda) Tribes of the  
11 Fort Belknap Indian Community of Montana ("FBIC" or "Tribe"). The  
12 Tribal Council is the owner of Fort Belknap Community Planning and  
13 Development Corporation d/b/a Island Mountain Development Group  
14 (IMDG). The Tribal Council established IMDG in 2006 to bring much  
15 needed revenue, economic development, and job opportunities to those on  
16 the Reservation. IMDG is governed by a Board of Directors appointed by  
17 the Tribal Council.  
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22 Defendants Jennifer Weddle and her law firm, Greenberg Traurig  
23 LLP (Greenberg Traurig), served as legal counsel for IMDG and its  
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1 affiliates for over thirteen years. Beginning in 2018, Defendant Weddle  
2 represented IMDG in connection with the financing transactions between  
3 IMDG and various third-party lenders (the “Lenders”).  
4

5 The Tribal Council became increasingly concerned that Defendant  
6 Weddle was using IMDG for her own financial benefit after the IMDG  
7 Board persisted in refusing to provide financial information about the  
8 transactions with Lenders and IMDG’s business activities. The Tribal  
9 Council also began discovering significant unexplained debts, losses of  
10 revenue, and evidence of other potentially serious improprieties at IMDG.  
11

12 The Tribal Council also became concerned about the legitimacy of the  
13 membership of the IMDG Board of Directors under IMDG’s organization  
14 documents and Tribal law, as many of the Board members terms were  
15 already expired or set to expire in March 2022.  
16

17 FBIC President, Plaintiff Jeffrey Stiffarm, initiated communications  
18 with then-IMDG Chief Executive Officer (CEO) Terry Brockie and the  
19 IMDG Board of Directors early in 2022 requesting information related to  
20 IMDG’s Board of Directors term limits, IMDG’s payroll, including the  
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1 salaries of the members of IMDG's Board of Directors, and information  
2 related to the financing agreements between IMDG, its affiliates, and the  
3 Lenders. At the direction of Defendant Weddle, Mr. Brockie refused to  
4 provide the requested information and stated all Board members' terms  
5 would expire in January 2024.  
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7

8 Based on the evidence of financial improprieties at IMDG, as well as  
9 IMDG's failure to ensure or confirm the legitimacy of the IMDG Board of  
10 Directors, the Tribal Council set a special meeting for January 19, 2023 and  
11 voted to appoint six sitting Tribal Council members to the Interim Board.  
12

13 After receiving notice of the special meeting, Defendant Weddle  
14 began contacting members of the prior IMDG Board and IMDG executive  
15 staff inciting them to harass and threaten the Council members who had  
16 scheduled the special meeting. Specifically, Defendant Weddle told IMDG  
17 employees that if the Council appointed new board members, IMDG's  
18 third-party lenders would revolt by freezing bank accounts and assets, and  
19 leave the Fort Belknap Reservation, which would leave hundreds of tribal  
20 members and IMDG employees without jobs.  
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1 After the Tribal Council voted to appoint an Interim Board,  
2 Defendant Weddle also informed IMDG administrative staff not to go to  
3 work the next day but instead appear at the Tribal Council's chambers and  
4 demand that the Tribal Council rescind its action. Defendant Weddle told  
5 the IMDG employees they would lose their jobs and it was the fault of the  
6 five Tribal Council members voting to appoint a new Board. Defendant  
7 Weddle went so far as to text a group IMDG employees asking if the  
8 employees were going to "stake out" at the Tribal Council members'  
9 homes.  
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13 On January 20, 2023, and for several days thereafter, the Individual  
14 Plaintiff Tribal Council members were attacked. On January 20, over 200  
15 angry employees all on paid administrative leave from IMDG, together  
16 with members of their families, swarmed the tribal offices demanding that  
17 the prior Board be reinstated. The Tribal Council had to call for law  
18 enforcement to control the crowd that gathered. The Councilmembers  
19 found threatening messages on their car windshields and one  
20 Councilmember's beloved horse was found shot a few days later.  
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1 Also after the special meeting on January 19, 2023, in the middle of  
2 the night, Defendant Weddle called the Lenders, to whom she had no duty,  
3 to inform them of the Tribal Council's action in appointing an interim  
4 Board and stated that in her opinion, the appointment violated Tribal law  
5 and constituted an Event of Default under the Agreements. As a direct  
6 result of Defendant Weddle's action, which was not taken at her client  
7 IMDG's direction, the Lenders notified IMDG of an Event of Default under  
8 the lending agreements on January 20, 2023.

12 After receiving the Event of Default notice from the Lenders, the  
13 Tribal Council requested copies of the lending agreements from  
14 Defendants Weddle and Greenberg Traurig. Defendants refused to  
15 provide their client, IMDG, with copies of the agreements. Defendant  
16 Weddle continued to insist without explanation that the Agreements were  
17 confidential and could not be shared or reviewed by anyone other than  
18 herself.

21 On February 10, 2023, the Interim Board terminated its engagement  
22 with Defendants Weddle and Greenberg Traurig based, in part, on their

1 refusal to provide their client with copies of the Agreements. Defendant  
2 Weddle again contacted the Lenders and informed them she was  
3 withdrawing her legal opinions she provided in connection with the  
4 Agreements and that IMDG's appointment of an Interim Board violated  
5 Tribal law and IMDG's organizational documents.  
6  
7

8 On March 28, 2023, the Interim Board discovered documents, letters,  
9 emails, and text messages from Defendant Weddle in which she advised  
10 certain members of the prior IMDG Board to sign documents dated  
11 January 22, 2023, effectively authorizing conversion of all IMDG tribal  
12 online lending businesses, including all IMDG's assets, businesses, and  
13 jobs, out of the state of Montana to the Rosebud Sioux Tribe in South  
14 Dakota. Defendant Weddle attempted to effectuate this transfer through  
15 two prior Board Members, Tracy "Ching" King and Christopher "Smiley"  
16 Guardipee, acting as an "ad hoc executive committee" of the prior Board.  
17 The ad hoc executive committee was established in 2018 but had rarely if  
18 ever been used. Defendant Weddle's attempt to use the inactive  
19 committee, whose members were no longer seated on the IMDG Board,  
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1 was a blatant play to bypass the authority of the newly appointed Interim  
2 Board and continue to conceal information from the Tribal Council.  
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4 Further, Defendants knew that their injury caused to IMDG, a wholly  
5 owned tribal entity, would also cause injury to the Plaintiffs. In addition to  
6 their attempts to transfer IMDG's assets so they could continue controlling  
7 the company for their own financial benefit, Defendants' goal of their  
8 actions was to injure the Plaintiffs. Upon information and belief the  
9 Defendants recommended or guided employees of IMDG and their  
10 relatives to take action to remove Plaintiffs from their elected offices in  
11 January 2023, and also concerning the election in the latter part of 2023.  
12 This advice was given despite the fact that the Defendants were acting as  
13 legal representatives for the Tribe and its affiliated organizations in January  
14 of 2023.  
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## 19 **B. Jurisdiction and Venue**

20 This Court has jurisdiction over Plaintiffs' claims pursuant to 28  
21 U.S.C. § 1332, providing diversity jurisdiction, as this matter in controversy  
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1 exceeds the sum of \$75,000, exclusive of interest and costs, and is between  
2 citizens of different states.

3  
4 This Court further has jurisdiction over Plaintiffs' claims pursuant to  
5 28 U.S.C. § 1367, allowing the exercise of supplemental jurisdiction.

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7 **C. & D. Factual Basis and Legal Theories of Each Claim.**

- 8 **1. Defendants have intentionally and negligently inflicted**  
9 **severe emotional distress on the Individual Tribal**  
10 **Councilmember Plaintiffs by participating in and**  
11 **devising a plan to physically and emotionally harm**  
12 **Plaintiffs in attempt to gain control of them and have**  
13 **them reverse their decision to appoint the Interim Board.**

14 "[A] plaintiff's independent or 'stand alone' claim for intentional or  
15 negligent infliction of emotional distress can be maintained only upon a  
16 showing that the plaintiff suffered 'serious' or 'severe' emotional distress as  
17 the reasonably foreseeable consequence of the defendant's act or  
18 omission." *Puryer v. HSBC Bank USA, Nat'l Ass'n*, 2018 MT 124, ¶ 38, 391  
19 Mont. 361, 419 P.3d 105 (overruled in part on other grounds, *Odom v. Bank*  
20 *of N.Y. Mellon*, 2020 MT 58, at n.3, 399 Mont. 552, 459 P.3d 225). A  
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1 plaintiff's emotional distress is "serious" or "severe" if it is such that "that  
2 no reasonable person could be expected to endure it." *Puryer*, ¶7 38.  
3

4 Defendants negligently and intentionally inflicted severe emotional  
5 distress on the Individual Councilmember Plaintiffs by participating in and  
6 devising a plan to have IMDG employees and their family retaliate against  
7 and harm the Plaintiffs physically and emotionally in attempt to gain  
8 control of them and have them rescind their decision to appoint the Interim  
9 Board. Defendants' outrageous conduct was the direct and proximate  
10 cause of the Plaintiffs' serious, severe, and ongoing emotional distress,  
11 which is justified and reasonable under the circumstances.  
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15 Further, Defendants negligently and intentionally acted to injure the  
16 Individual Tribal Council members through their interference and attempt  
17 to control IMDG's business management, operations, and governance by  
18 refusing to take any action to ensure the legitimacy of the Prior Board even  
19 after being notified by the Tribal Council that the existing members' terms  
20 had expired. Defendants also intentionally and willfully acted to interfere  
21 with IMDG's business management, operations, and governance by  
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1 refusing the Tribal Council's legitimate requests for financial information  
2 related to IMDG and its affiliates; advising the Lenders that the Tribal  
3 Council's appointment of an Interim Board constituted an Event of Default;  
4 wrongfully withholding IMDG's agreements with the Lenders and other  
5 relevant information requested by the Tribal Council, the owners of IMDG;  
6 advising members of the Prior Board to transfer all IMDG lending  
7 businesses, assets, and jobs to an out-of-state tribe in effort to undermine  
8 and conceal information from the IMDG Interim Board; and  
9 communicating with the Lenders regarding the validity of the appointment  
10 of the Interim Board, both before and after IMDG terminated Defendants  
11 as legal counsel, causing a continuation of the claimed Event of Default.

12 Defendants' intentional and negligent conduct further constitutes  
13 actual malice under § 27-1-221(2), MCA, because Defendants had  
14 knowledge of facts or intentionally disregarded facts that created a high  
15 probability of harm to the Plaintiffs, and deliberately proceeded to act in  
16 conscious or intentional disregard, or indifference to, the high probability  
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1 of injury to the Plaintiffs. As such, Defendants are liable to each Individual  
2 Plaintiff for punitive damages pursuant to §§ 27-1-220 and -221, MCA.

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4 **2. Defendants and others, constituting two or more**  
5 **persons, had an object of using IMDG for their own**  
6 **financial benefit during the course of their**  
7 **representation of IMDG, and undertook unlawful, overt**  
8 **acts in furtherance of their objective and to influence**  
9 **Plaintiffs' governance of IMDG.**

10 Civil conspiracy is established by the following elements: “(1) two or  
11 more persons . . . ; (2) an object to be accomplished; (3) a meeting of the  
12 minds on the object or course of action; (4) one or more unlawful overt acts;  
13 and (5) damages as the proximate result thereof.” *Sullivan v. Cherewick*,  
14 2017 MT 38, ¶ 24, 386 Mont. 350, 391 P.3d 62.

15 Defendants and others, including prior Board members of the  
16 inactive “ad hoc” committee, which constitute two or more persons, had a  
17 meeting of the minds to accomplish their objective of using IMDG for their  
18 own financial benefit during the course of their representation of IMDG, to  
19 the detriment of IMDG and the Plaintiffs, who are current or former  
20 members of the Tribal Council, the sole owner of IMDG.  
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1 Defendants and the others undertook unlawful, overt acts to  
2 undermine the IMDG Interim Board and the Tribal Council to influence  
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4 IMDG and Plaintiffs' governance of IMDG so that Defendants could  
5 continue to further their objective of using IMDG for their own financial  
6 benefit. These overt acts include Defendants refusing to take action to  
7  
8 ensure the legitimacy of the IMDG's prior Board, even after being put on  
9 notice by the Tribal Council that the existing members' terms had expired.  
10  
11 Defendants further took overt acts in furtherance of their objective of using  
12 IMDG for their own financial benefit by refusing the Tribal Council's  
13 legitimate requests for financial information related to IMDG and its  
14 affiliates, despite the Tribal Council being the sole owner of IMDG.  
15  
16 Defendants also advised the Lenders that the Tribal Council's appointment  
17 of an Interim Board constituted an Event of Default, wrongfully withheld  
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19 IMDG's own agreements with the Lenders and other relevant information  
20 requested by the Tribal Council, the owners of IMDG. Lastly, Defendants  
21  
22 advised members of the Prior Board to transfer all IMDG lending  
23 businesses, assets, and jobs to an out-of-state tribe in effort to undermine  
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1 and conceal information from the IMDG Interim Board; and communicated  
2 with the Lenders regarding the validity of the appointment of the Interim  
3 Board, both before and after IMDG terminated Defendants as legal counsel,  
4 causing a continuation of the Event of Default.  
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## 6 **E. Computation of Damages**

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8 **1. Economic damages of Plaintiffs:** As a consequence of  
9 Defendants' conduct, the Plaintiffs have sustained and will  
10 continue to sustain notable economic losses. These losses  
11 encompass lost income -- both past and future -- as well as adverse  
12 effects on their professional paths. In addition, there are past and  
13 anticipated medical expenses attributable to the Defendants'  
14 conduct. While the exact amount of these economic damages has  
15 yet to be determined, it is intended to be calculated and presented  
16 during discovery.  
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20 **2. Non-economic damages of Plaintiffs:** As a consequence of  
21 Defendants' conduct, Plaintiffs have suffered and will suffer  
22 psychological and emotional distress, humiliation, and mental and  
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1 physical pain and anguish, in a sum to be proven at trial. These  
2 damages require no computation at this time.  
3

4 **3. Punitive damages:** Plaintiffs are seeking punitive damages in this  
5 action. These damages require no computation at this time.  
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7 **D. Pendency of Related State or Federal Litigation**

8 Plaintiffs are not aware of the pendency of related state or federal  
9 litigation.  
10

11 **E. Proposed Deadlines Relating to Joinder of Parties or**  
12 **Amendment of the Pleadings**

13 Upon meeting and conferring with Defendants, Plaintiffs agree with  
14 the mutually proposed date of March 4, 2024, as the deadline to join parties  
15 and amend pleadings.  
16

17 **F. Identification of Controlling Issues of Law Suitable for**  
18 **Pretrial Disposition**

19 Plaintiffs believe that after appropriate discovery, legal issues in this  
20 case may be subject to pretrial dispositive motions.  
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22 **G. The Name and City and State of Current Residence of Each**  
23 **Individual known or believed to have information that may be**  
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1 used in proving or denying any party's claims or defenses, and a  
2 summary of that information.

3 1. **Plaintiff Jeffrey Stiffarm**, c/o Matt Law Office, 310 E Main, Cut  
4 Bank, MT 59427, Telephone (406) 873-4833. Mr. Stiffarm is the  
5 current President of Fort Belknap Community Council (FBCC)  
6 (the "Tribal Council"), and has knowledge of the Fort Belknap  
7 Indian Community's (the "Tribe") relationship with IMDG, and  
8 the events leading up to and following the events of January 19,  
9 2023.

12 2. **Plaintiff Geno LeValdo**, c/o Matt Law Office, 310 E Main, Cut  
13 Bank, MT 59427, Telephone (406) 873-4833. Mr. LeValdo was a  
14 member of the Tribal Council, and has knowledge of the events  
15 leading up to and following the events of January 19, 2023. Mr.  
16 LeValdo also has knowledge concerning the termination of  
17 Greenberg Traurig and Jennifer Weddle's legal services in  
18 February 2023.

21 3. **Plaintiff Curtis Horn**, c/o Matt Law Office, 310 E Main, Cut  
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1 Bank, MT 59427, Telephone (406) 873-4833. Mr. Horn was a  
2 member of the Tribal Council, and has knowledge of the events  
3 leading up to and following the events of January 19, 2023.  
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5 4. **Plaintiff Brian Wing**, c/o Matt Law Office, 310 E Main, Cut Bank,  
6 MT 59427, Telephone (406) 873-4833. Mr. Wing was a member of  
7 the Tribal Council, and has knowledge of the events leading up  
8 to and following the events of January 19, 2023.  
9

10 5. **Derek "Sam" Azure**, c/o Matt Law Office, 310 E Main, Cut Bank,  
11 MT 59427, Telephone (406) 873-4833. Mr. Azure was a member  
12 of the Tribal Council, and has knowledge of the events leading  
13 up to and following the events of January 19, 2023.  
14

15 6. **Evan Azure**, IMDG, 353 Old Hays Rd, P.O. Box 470, Hays, MT.  
16 59527, (406)673-3031. Mr. Azure was appointed as IMDG Chief  
17 Executive Officer (CEO) in April 2023. Mr. Azure has knowledge  
18 of the events leading up to his appointment as IMDG CEO.  
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20 7. **Dominic Messerly**, Mr. Messerly was a member of the Tribal  
21 Council and has knowledge of the events leading up to and  
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1 following the events of January 19, 2023.

2 8. **Warren Morin**, Mr. Morin was was a member of the Tribal  
3 Council and has knowledge of the events leading up to and  
4 following the events of January 19, 2023.  
5

6 9. **Judith King**, c/o Matt Law Office, 310 E Main, Cut Bank, MT  
7 59427, Telephone (406) 873-4833. Ms. King is the sister of Tracy  
8 “Ching” King and the current Vice President of the Tribal  
9 Council. Ms. King has knowledge of the events leading up to  
10 and following the events of January 19, 2023.  
11

12 10. **Ben Speakthunder**, he was employed by Fort Belknap Indian  
13 Community as a Sergeant of Arms and then later as the  
14 Constuction foreman for Snake Butte Construction. Mr.  
15 Speakthunder has knowledge of the events leading up to and  
16 following the events of January 19, 2023.  
17

18 11. **Gary Lamere**, c/o Matt Law Office, 310 E Main, Cut Bank, MT  
19 59427, Telephone (406) 873-4833. Mr. Lamere was employed as  
20 the Acting Chief of Police on January 19, 2023 and has  
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1 knowledge of the events leading up to and following the events  
2 of January 19, 2023.

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4 **12. Felecia Messerly, Harlem, Montana, 406-353-2205.** She has  
5 knowledge of the events leading up to and following the events  
6 of January 19, 2023.

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8 **13. Steve Fox, c/o Matt Law Office, 310 E Main, Cut Bank, MT**  
9 59427, Telephone (406) 873-4833. Mr. Fox was a council member  
10 on January 19, 2023 and has knowledge of the events leading up  
11 to and following the events of January 19, 2023.

12  
13 **14. Terry Brockie.** Mr. Brockie was the previous IMDG CEO and  
14 has knowledge regarding the legal services provided by  
15 Greenberg Traurig and Jennifer Weddle, IMDG's relationship to  
16 and interactions and communications with the Tribal Council,  
17 IMDG's relationship with its Lenders, and the events leading up  
18 to and following the events of January 19, 2023.

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21 **15. Tracy "Ching" King.** Mr. King was a former member of the  
22 Tribal Council, as well as a former member of the IMDG Board  
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1 of Directors. Mr. King is the brother of FBCC Vice President  
2 Judith King. Mr. King has knowledge regarding IMDG's  
3 relationship to the Tribal Council, IMDG's communications and  
4 interaction with the Tribal Council, the events leading up to and  
5 following the events of January 19, 2023, the formation of the Ad  
6 Hoc Executive Committee, and the communications with  
7 representatives of the Rosebud Sioux Tribe's Sicangu  
8 Corporation.  
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12 **16.Christopher "Smiley" Guardipee.** Mr. Guardipee was a former  
13 member of the IMDG Board of Directors. Mr. Guardipee has  
14 knowledge regarding IMDG's relationship to the Tribal Council,  
15 the events leading up to and following the events of January 19,  
16 2023, the formation of the Ad Hoc Executive Committee, and the  
17 communications with representatives of the Rosebud Sioux  
18 Tribe's Sicangu Corporation.  
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22 **17.Dana Pyette,** Ms. Pyette is the former IMDG Chief Financial  
23 Officer. Ms. Pyette has knowledge of IMDG's finances, including  
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1 the payments made to Greenberg Traurig and Jennifer Weddle.

2 Ms. Pyette also has knowledge of the debts and liabilities of  
3  
4 IMDG, including under the Lending Agreements with IMDG  
5 Lenders. Ms. Pyette also has knowledge of the events leading up  
6 to and following the events of January 19, 2023.  
7

8 **18. Delina Cuts the Rope**, c/o Matt Law Office, 310 E Main, Cut

9 Bank, MT 59427, Telephone (406) 873-4833. Ms. Cuts the Rope is  
10 the current FBIC Chief Administrative Officer and has  
11 knowledge of the events leading up to and following the events  
12 of January 19, 2023. Ms. Cuts the Rope also has knowledge of the  
13 communications and interactions between the Tribal Council and  
14  
15  
16 IMDG.

17 **19. Jessica Stiffarm**, c/o Matt Law Office, 310 E Main, Cut Bank, MT

18 59427, Telephone (406) 873-4833. Ms. Stiffarm is the current FBIC  
19 Chief Documents Officer and has knowledge of the events  
20 leading up to and following the events of January 19, 2023. Ms.  
21  
22 Stiffarm also has knowledge of the communications and  
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1 interactions between the Tribal Council and IMDG and Tribal  
2 Council and Jennifer Weddle. Ms. Stiffarm also has knowledge  
3 related to how the events of January 19, 2023 and thereafter have  
4 affected Plaintiff Jeffrey Stiffarm.  
5

6 **20. Catherine Aragon**, c/o Matt Law Office, 310 E Main, Cut Bank,  
7  
8 MT 59427, Telephone (406) 873-4833. Ms. Aragon is the current  
9 FBIC legal counsel and has knowledge of the events leading up  
10 to and following the events of January 19, 2023. Ms. Aragon also  
11 has knowledge of the communications and interactions between  
12 the Tribal Council and IMDG and Tribal Council and Jennifer  
13 Weddle and Greenberg Traurig staff related to Tribal council  
14 resolutions authorizing to loan documents and facility  
15 documents.  
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19 **21. Denise Doney**, Former Personnel Director of IMDG. Ms. Doney  
20 participated in the discussions related to planning for the  
21 January 19<sup>th</sup> meeting and meetings thereafter. She was involved  
22 in removing property from IMDG.  
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1       **22.Pete Stiffarm**, Former IT Director of IMDG. Mr. Stiffarm  
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3       participated in the discussions related to planning for the  
4       January 19<sup>th</sup> meeting and meetings thereafter. He was involved  
5       in removing property from IMDG.

6       **23.Charlo Kirkaldie**, Former Human Resource Specialist. Mr.  
7  
8       Kirkaldie has knowledge of IMDG Executive committee  
9       meetings regarding January 19<sup>th</sup> and meeting thereafter  
10       regarding matters alleged in the complaint.  
11

12       **24.Chris Biewer**, Former Director Online Lending. Mr. Biewer  
13       participated in discussions with Jennifer Weddle, IMDG Board,  
14       and Executive staff regarding transferring assets to the Rosebud  
15       Sioux Tribe. He also participated in discussions regarding board  
16       member terms.  
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19       **25.Ross McLinden**, Fomer Chief Compliance Officer. Mr.  
20       McLinden participated in discussions with Jennifer Weddle,  
21       IMDG Board, and Executive staff regarding transferring assets to  
22       the Rosebud Sioux Tribe. He also participated in discussions  
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1           regarding board member terms.

2           **26. Jackie Blackbird**, Former Chief Communication Officer. Ms.

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4           Blackbird participated in discussions with Jennifer Weddle,  
5           IMDG Board, and Executive staff regarding transferring assets to  
6           the Rosebud Sioux Tribe. She also participated in discussions  
7           regarding board member terms.  
8

9           **27. Bobbi Werk**. IMDG, 353 Old Hays Rd, P.O. Box 470, Hays, MT.

10           59527, (406)673-3031. Ms. Work is employed in IMDG finance.  
11  
12           She has knowledge related to IMDG finances.

13           **28. Corey Fox**, IMDG, 353 Old Hays Rd, P.O. Box 470, Hays, MT.

14           59527, (406)673-3031. Mr. Fox is employed in the IMDG IT  
15           department and has knowledge related to the events in the  
16           complaint.  
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19           **29. James Flansburg**, IMDG, 353 Old Hays Rd, P.O. Box 470, Hays,

20           MT. 59527, (406)673-3031. Mr. Flansburg has knowledge related  
21           to IMDG board meeting and events leading up to January 19<sup>th</sup>  
22           meeting and events thereafter.  
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1           **30. Kenneth Helgerson**, Lodgepole MT, former IMDG Board

2           Member. Mr. Helgerson has information related to IMDG

3           business and has knowledge related to IMDG board meetings

4           and events leading up to January 19<sup>th</sup> meeting and events

5           thereafter.

6           **31. Cindy Kilgore**, Acting CFO, IMDG, 353 Old Hays Rd, P.O. Box

7           470, Hays, MT. 59527, (406)673-3031. Ms. Kilgore has knowledge

8           of IMDG finances.

9           **32. Taylor McCabe**, IMDG, 353 Old Hays Rd, P.O. Box 470, Hays,

10           MT. 59527, (406)673-3031. Mr. McCabe has knowledge related to

11           IMDG business, including IMDG board meetings and events

12           leading up to January 19<sup>th</sup> meeting and events thereafter.

13           **33. Charmayne Healy**. Ms. Healy has knowledge related to IMDG

14           board meeting and events leading up to January 19<sup>th</sup> meeting

15           and events thereafter.

16           **34. Jarret Azure**, Fort Belknap Indian Community Insurance, 656

17           Agency Main Street, Harlem, MT. 59526 (406)353-2205. Mr.

1 Azure was for a period of time interim CEO of IMDG. He has  
2 knowledge related to IMDG board meeting and events leading  
3 up to January 19<sup>th</sup> meeting and events thereafter.  
4

5 35. **Phillip Shortman**, address unknown. Mr. Shortman has  
6 knowledge related to IMDG board meetings and events leading  
7 up to January 19<sup>th</sup> meeting and events thereafter.  
8

9 36. **William Main**, P.O. Box 1052, Harlem, MT, 59526, 406-945-7349.  
10 Mr. Main has knowledge related to IMDG board meetings and  
11 events leading up to January 19<sup>th</sup> meeting and events thereafter.  
12

13 37. **Dustin Monroe**. Mr. Monroe has knowledge related to IMDG  
14 board meeting and events leading up to January 19<sup>th</sup> meeting  
15 and events thereafter.  
16

17 38. **Michelle Fox**, Big Fire Law & Policy Group LLP, 1905 Harney  
18 Street, Suite 300, Omaha, NE 68102. Ms. Fox is the former CEO  
19 of IMDG and former Consultant for IMDG. Ms. Fox was also the  
20 attorney at the time for the Sicangu Corporation and **RL-FB**  
21 **Holdings** and worked for Big Fire law firm. Ms. Fox has  
22  
23  
24

1 knowledge related to IMDG board meetings and events leading  
2 up to January 19<sup>th</sup> meeting and events thereafter.

3  
4 39. **Clay Colombe**, 27565 Research Park Drive, Mission, SD, 57555,  
5 (605)856-8400. CEO of RL-FB Holdings. Mr. Colombe has  
6 knowledge of allegations in complaint related to attempts to  
7 transfer Fort Belknap online lending business assets to the  
8 Rosebud Sioux Tribe, and the activities leading up to this  
9 decision.  
10

11  
12 40. **Oliver James Semans.**, PO Box 194, Mission, SD. 57555, (605)856-  
13 8400. Mr. Semans has knowledge of allegations in complaint  
14 related to attempts to transfer Fort Belknap online lending  
15 business assets to the Rosebud Sioux Tribe and the activities  
16 leading up to this decision.  
17

18  
19 41. **John Williams**, P.O. Box 701596, Tulsa, Oklahoma, 74170-1596  
20 (918)732-9435. Mr. Williams is legal counsel to Lenders. Mr.  
21 Williams has knowledge of the loans and facility documents  
22 between Lenders and the Fort Belknap Indian Community and  
23

1           their online lending entities. He also has knowledge about the  
2           alleged event of default and communications before and after  
3           January 19<sup>th</sup> with Jennifer Weddle and other Greenberg Traurig  
4           staff.  
5

6           **42.Lender** c/o John Williams, P.O. Box 701596, Tulsa, Oklahoma,  
7           74170-1596 (918)732-9435. Owner of Lending company. Lender  
8           has knowledge of IMDG's finances, knowledge pertaining to the  
9           default letter issued to IMDG, knowledge regarding attempted  
10          transfer of assets to the Rosebud Sioux Tribe, and knowledge of  
11          Jennifer Weddle's verbal communications regarding her former  
12          client, IMDG.  
13  
14  
15

16          **43.Lender** c/o John Williams, P.O. Box 701596, Tulsa, Oklahoma,  
17          74170-1596 (918)732-9435. Owner of lending company. Lender  
18          has knowledge of IMDG's finances, knowledge pertaining to the  
19          default letter issued to IMDG, knowledge regarding attempted  
20          transfer of assets to the Rosebud Sioux Tribe, and knowledge of  
21          Jennifer Weddle's verbal communications regarding her former  
22          client, IMDG.  
23  
24

1 client, IMDG.

2 44. **Clayton Johnson**, 614 Park Drive South, Great Falls, MT 59405,  
3  
4 (406) 205-4771. As auditor for Fort Belknap on-line lending  
5 businesses and other businesses managed by IMDG, Mr. Johnson  
6 has knowledge related to IMDG's finances.  
7

8 45. **Darlene Azure**, 306 1<sup>st</sup> St. SW, Harlem, MT. 59527, 406-353-2573.

9 Ms. Azure has knowledge related to how the events of January  
10  
11 19, 2023, and thereafter have affected Plaintiff Derek Azure.

12 46. **Joshua Felecia**, 1029 Custer Avenue, Hardin, MT 406-690-8519.

13 Mr. Felecia has knowledge related to how the events of January  
14  
15 19, 2023, and thereafter have affected Plaintiff Derek Azure.

16 47. **Wynonna Azure**, Gallup, New Mexico, 406-399-293. Ms. Azure  
17  
18 has knowledge related to how the events of January 19, 2023, and  
19 thereafter have affected Plaintiff Derek Azure.

20 48. **John Filesteel**, , P.O. Box 311, Hays, MT 59527, (406) 390-6213.

21 Mr. Filesteel has knowledge related to how the events of January  
22  
23 19, 2023, and thereafter have affected Plaintiff Geno LeValdo.  
24

1           49. **Colleen Filesteel**, P.O. Box 432 Hays, MT 59524, (406) 390-6670.

2           Ms. Filesteel has knowledge related to how the events of January  
3  
4           19, 2023, and thereafter have affected Plaintiff Geno LeValdo.

5           50. **Tagen LeValdo**, P.O. Box 332, Harlem, MT 59524, (406) 301-2398.

6           Mr. LeValdo has knowledge related to how the events of January  
7  
8           19, 2023, and thereafter have affected Plaintiff Geno LeValdo.

9           51. **Penny Hawley**, P.O. Box 346, Hays, MT 59527, (406) 301-1116.

10           Ms. Hawley has knowledge related to how the events of January  
11  
12           19, 2023, and thereafter have affected Plaintiff Geno LeValdo.

13           52. **Brook LeValdo**, P.O. Box 332, Harlem, MT 59524. Ms. LeValdo

14  
15           has knowledge related to how the events of January 19, 2023, and  
16           thereafter have affected Plaintiff Geno LeValdo.

17           53. **Howard Gone**, General Delivery, Hays, MT, (406) 408-0183. Mr.

18  
19           Gone has knowledge related to how the events of January 19,  
20           2023, and thereafter have affected Plaintiff Jeffrey Stiffarm.

21           54. **Barbara Longknife**, General Delivery, Hays, MT, (406) 673-3504.

22  
23           Ms. Longknife has knowledge related to how the events of  
24

January 19, 2023, and thereafter have affected Jeffrey Stiffarm.

55. **Kelsey Stiffarm**, General Delivery, Hays MT, (406) 301-0527. Ms.

Stiffarm has knowledge related to how the events of January 19, 2023, and thereafter have affected Plaintiff Jeffrey Stiffarm.

56. **Eva Walker**, 906 Route 8, Dodson, MT 59524, (406) 301-2964. Ms.

Walker has knowledge related to how the events of January 19, 2023, and thereafter have affected Plaintiff Brian Wing.

57. **Kathy Wing**, Lodgepole, MT (406) 461-0824 Ms. Wing has

knowledge related to how the events of January 19, 2023, and thereafter have affected Plaintiff Brian Wing.

58. **Harold Edwin Main**, P.O. Box 1052, Harlem, MT, 406-353-5149.

Mr. Main was an employee of Kwik Stop on January 19, 2023, and has knowledge of activities that took place at Kwik Stop after the meeting. He also was retaliated against for stating what he saw.

59. **Ed Street**, CPA, REDW, 7425 Jefferson St. NE, Albuquerque, NM

87109. (505) 998-3228, Has knowledge of what individuals

endured with obtaining financial records.

60. **Indian Health Service Medical** providers, (406) 353-3100. These providers have knowledge related to how the events of January 19, 2023, and thereafter have affected Plaintiff Brian Wing.

61. **Defendant Jennifer Weddle.** Ms. Weddle is an attorney with Greenberg Traurig and has knowledge regarding her and Greenberg Traurig's services and advice provided to IMDG, her billing practices, her relationship with the third-party Lenders, knowledge regarding the Lending Agreements between IMDG and the Lenders, IMDG's communications and interaction with the Tribal Council, and the events leading up to and following the events of January 19, 2023.

62. All Defendants' witnesses.

### 63.Foundation witnesses.

## 64.Rebuttal witnesses.



1 65.Plaintiffs reserve the right to add to this list as additional  
2 investigation and discovery reveal any other persons likely to  
3 have discoverable information pertaining to Plaintiffs' claims.  
4

5  
6  
7 **H. Substance of Any Insurance Agreement**

8 Defendants Greenberg Traurig and Jennifer Weddle are primarily  
9 covered under a policy provided by CNA/Columbia Casualty Company,  
10 Policy Number 198277147, in the amount of \$7,500,000. Defendants state  
11 they have additional insurance policies.  
12

13  
14 **I. Status of any Settlement Discussions and Prospects for  
Compromise of the Case.**

15  
16 The parties have not engaged in any settlement discussions as of  
17 the time of filing. Prospects for compromise of the case and resolution of  
18 Plaintiffs' claims may be likely.  
19

20 **J. Suitability of Special Procedures**

21 Plaintiffs are not aware of any special procedures suitable to the  
22 resolution of their claims.  
23

1 DATED this 16th day of January, 2024.

2 MATT LAW OFFICE, PLLC

3  
4 By: /s/ Terryl Matt

5 Terryl T. Matt, Esq.

6 Email: [terrylm@mattlawoffice.com](mailto:terrylm@mattlawoffice.com)

7 310 East Main Street

8 Cut Bank, MT 59427

9 Telephone: (406) 873-4833

10 Fax No.: (406) 873-0744

11 DUROCHER & WINTER, P.C.

12 By: /s/ Jeffrey Winter

13 Jeffrey G. Winter, Esq.

14 118 6th Street South

15 P.O. Box 1629

16 Great Falls, Montana 59401

17 Telephone: (406) 727-4020

18 Facsimile: (406) 771-7319

19 Email: [jwinter@mtlawyers.net](mailto:jwinter@mtlawyers.net)

20 *Attorneys for Plaintiffs*

21 **CERTIFICATE OF SERVICE**

22 The undersigned hereby certifies that a true and correct copy of the  
23 foregoing document was served this 16th day of January, 2024, via the  
24

1 Court's ECF system upon:

2 Neil G. Westesen  
3 Griffin B. Stevens  
4 E. Lars Phillips  
5 P.O. Box 797  
6 Helena, MT 59624-0797  
7 [nwestesen@crowleyfleck.com](mailto:nwestesen@crowleyfleck.com)  
8 [gstevens@crowleyfleck.com](mailto:gstevens@crowleyfleck.com)  
9 [lphillips@crowleyfleck.com](mailto:lphillips@crowleyfleck.com)

10 *Attorneys for Defendants*

11 /s/ \_\_\_\_\_  
12 Certifier  
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